

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

LAKE CHEROKEE HARD DRIVE  
TECHNOLOGIES, LLC., a Texas limited liability  
company,

Plaintiff,

vs.

MEDIATEK USA INC., a Delaware corporation;  
MEDIATEK INC., a Taiwanese corporation; DELL  
INC., a Delaware corporation; HEWLETT-  
PACKARD COMPANY, a Delaware corporation;  
LENOVO GROUP LIMITED, a Chinese corporation;  
LENOVO (UNITED STATES) INC., a Delaware  
corporation; LITE-ON SALES AND  
DISTRIBUTION INC., a Delaware corporation;  
PHILIPS & LITE-ON DIGITAL SOLUTIONS USA,  
INC., a Delaware corporation; SAMSUNG  
ELECTRONICS AMERICA, INC., a New York  
corporation; TOSHIBA SAMSUNG STORAGE  
TECHNOLOGY CORPORATION, a Japanese  
corporation; TOSHIBA SAMSUNG STORAGE  
TECHNOLOGY KOREA CORPORATION, a  
Korean corporation;

Defendants.

CASE NO.

**JURY DEMANDED**

**AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Lake Cherokee Hard Drive Technologies, LLC (“Lake Cherokee”) sues the above-listed Defendants and on information and belief alleges as follows:

**Introduction**

1. Plaintiff Lake Cherokee owns the inventions described and claimed in United States Patents No. 5,991,911 entitled “Concurrent Generation of ECC Error Syndromes and CRC Validation Syndromes in a DV6D Storage Device” (the “’911 Patent”) and No. 6,048,090

entitled “Error Correction and Concurrent Verification of a Product Code” (the “’090 Patent”). Defendants, without Lake Cherokee’s permission, (a) have used and continue to use Lake Cherokee’s patented technology in connection with chips used in optical disk drives, (b) have contributed to and/or induced, and continue to contribute to and/or induce, others to use Lake Cherokee’s patented technology. Lake Cherokee seeks damages for patent infringement and an injunction preventing Defendants from making, using, selling, or offering to sell, and from contributing to and inducing others to make, use, sell, or offer to sell, Lake Cherokee’s patented technology without permission.

**Jurisdiction and Venue**

2. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 271 and 281, *et seq.* The Court has original jurisdiction over this patent infringement action under 28 U.S.C. §§ 1331 and 1338(a).

3. Venue is proper in this Court because Defendants are responsible for acts of infringement occurring in the Eastern District of Texas as alleged in this Complaint, and have delivered or caused to be delivered their infringing products in the Eastern District of Texas.

**Plaintiff Lake Cherokee**

4. Plaintiff Lake Cherokee is a Texas limited liability company existing under and by virtue of the laws of the State of Texas.

**The Patents**

5. The United States Patent and Trademark Office issued the ’911 patent (attached as exhibit A) on November 23, 1999; and the ’090 patent (attached as exhibit B) on April 11, 2000. Through assignment, Plaintiff is the owner of all rights, title, and interest to the Patents, including all rights to pursue and collect damages for past infringement of the patents.

**Defendants**

6. Upon information and belief, MediaTek USA Inc. (“MediaTek USA”) is a Delaware corporation.

7. Upon information and belief, MediaTek Inc. (“MediaTek”) is a Taiwanese corporation.

8. Upon information and belief, Dell Inc. (“Dell”) is a Delaware corporation with its principal place of business in Round Rock, Texas.

9. Upon information and belief, Hewlett-Packard Company (“HP”) is a Delaware corporation with its North American headquarters in Houston, Texas.

10. Upon information and belief, Lenovo Group Limited (“Lenovo Group”) is a Chinese corporation with a principal place of business in Morrisville, North Carolina.

11. Upon information and belief, Lenovo (United States) Inc. (“Lenovo USA”) is a Delaware corporation with its principal place of business in Morrisville, North Carolina.

12. Upon information and belief, Lite-On Sales and Distribution Inc. (“Lite-On”) is a Delaware corporation.

13. Upon information and belief, Philips & Lite-On Digital Solutions USA, Inc. (“Philips Lite-On”) is a Delaware corporation.

14. Upon information and belief, Samsung Electronics America, Inc. (“Samsung Electronics”) is a New York corporation with its principal place of business in Ridgefield Park, New Jersey.

15. Upon information and belief, Toshiba Samsung Storage Technology Corporation (“Toshiba Samsung Japan”) is a Japanese corporation.

16. Upon information and belief, Toshiba Samsung Storage Technology Korea Corporation (“Toshiba Samsung Korea”) is a Korean corporation.

**FIRST CLAIM FOR PATENT INFRINGEMENT (’911 PATENT)**

17. Plaintiff incorporates by reference each of the allegations in paragraphs 1-16 above and further alleges as follows:

18. The United States Patent and Trademark Office issued the ’911 Patent on November 23, 1999. Plaintiff is the owner of the ’911 Patent with full rights to pursue recovery

of royalties or damages for infringement of said patent, including full rights to recover past and future damages.

**MediaTek**

19. MediaTek and MediaTek USA (collectively, “MediaTek defendants”) have infringed the ‘911 patent and, unless enjoined, will continue to do so, by making, using, selling, offering for sale and/or importing infringing products, without a license or permission from Lake Cherokee. The MediaTek defendants’ infringing products include, without limitation, chips used in optical disk drives.

20. The MediaTek defendants have actively induced, and will continue to actively induce, users of their infringing products to infringe the ‘911 patent. The MediaTek defendants offered and continue to offer their infringing products for sale, and instructed and continue to instruct users to operate them in an infringing manner through, without limitation, advertisements, product documentation, and customer support. These actions include (but are not limited to) placing its infringing chips in the stream of commerce knowing that its customers would (1) make, use, or offer to sell infringing products containing the chips within the United States, and (2) import infringing products containing the chips into the United States. The MediaTek defendants knew of the patent since at least July 30, 2013, and knew that their actions would induce and will continue to induce users of their infringing products to infringe the ‘911 patent. As a result of the MediaTek defendants’ inducement, users of the MediaTek defendants’ infringing products have infringed and continue to infringe the ‘911 patent.

21. The MediaTek defendants sold, offered to sell, and/or imported and continue to sell, offer to sell, and/or import products (including, without limitation, chips used in optical disk drives) for use in practicing the ‘911 patent. Infringing components in these products have no substantial non-infringing uses, and are known by the MediaTek defendants to be especially made or especially adapted for use in the infringement of the ‘911 patent. As a result of the MediaTek defendants’ inducement, users of optical disk drives containing the MediaTek defendants’ infringing products have infringed and continue to infringe the ‘911 patent. The

MediaTek Defendants knew that their infringing products were especially made for infringement of the '911 patent; that they were not a staple article or commodity of commerce; and that they have no substantial non-infringing use.

22. The MediaTek defendants' infringement of the '911 patent has been and continues to be willful. The MediaTek defendants knew of the '911 patent since at least July 30, 2013, and perhaps substantially earlier. The MediaTek defendants have disregarded and continue to disregard an objectively high likelihood that its actions infringe the '911 patent. This risk has been known to the MediaTek defendants, or is so obvious that it should have been known to them.

23. Plaintiff has been damaged by the MediaTek defendants' infringement of the '911 patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless the MediaTek defendants are enjoined from continuing to infringe the '911 patent.

**Dell**

24. Defendant Dell has infringed the '911 patent and, unless enjoined, will continue to do so, by making, using, selling, offering for sale and/or importing infringing products and services, without a license or permission from Plaintiff. Dell's infringing products include, without limitation, optical disk drive products that include chips obtained from the MediaTek defendants.

25. Dell has actively induced, and will continue to actively induce, users of its infringing products to infringe the '911 patent. Dell offered and continues to offer its infringing products for sale, and instructed and continues to instruct users to operate them in an infringing manner through, without limitation, advertisements, product documentation, and customer support. Dell knew of the '911 patent since at least August 20, 2013, and knew that its actions would induce and will continue to induce users of its infringing products to infringe the '911 patent. As a result of Dell's inducement, users of Dell's infringing products have infringed and continue to infringe the '911 patent.

26. Dell has contributed to and continues to contribute to the infringement of the '911 patent by the users of its infringing products and services. Dell sold, offered to sell, and/or imported and continues to sell, offer to sell, and or/import its infringing products that constitute a material part of the invention claimed in the '911 patent. Dell knew that infringing components in these products were especially made for infringement of the '911 patent; that they were not a staple article or commodity of commerce; and that they have no substantial non-infringing use.

27. Dell's infringement of the '911 patent has been and continues to be willful. Dell knew of the '911 patent since at least August 20, 2013. Dell has disregarded and continues to disregard an objectively high likelihood that its actions infringe the '911 patent. This risk has been known to Dell, or is so obvious that it should have been known to it.

28. Plaintiff has been damaged by Dell's infringement of the '911 patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless Dell is enjoined from continuing to infringe the '911 patent.

**HP**

29. Defendant HP has infringed the '911 patent and, unless enjoined, will continue to do so, by making, using, selling, offering for sale and/or importing infringing products and services, without a license or permission from Plaintiff. HP's infringing products include, without limitation, optical disk drive products that include chips obtained from the MediaTek defendants.

30. HP has actively induced, and will continue to actively induce, users of its infringing products to infringe the '911 patent. HP offered and continues to offer its infringing products for sale, and instructed and continues to instruct users to operate them in an infringing manner through, without limitation, advertisements, product documentation, and customer support. HP knew of the '911 patent since at least August 20, 2013, and knew that its actions would induce and will continue to induce users of its infringing products to infringe the '911 patent. As a result of HP's inducement, users of HP's infringing products have infringed and continue to infringe the '911 patent.

31. HP has contributed to and continues to contribute to the infringement of the '911 patent by the users of its infringing products and services. HP sold, offered to sell, and/or imported and continues to sell, offer to sell, and or/import its infringing products that constitute a material part of the invention claimed in the '911 patent. HP knew that infringing components in these products were especially made for infringement of the '911 patent; that they were not a staple article or commodity of commerce; and that they have no substantial non-infringing use.

32. HP's infringement of the '911 patent has been and continues to be willful. HP knew of the '911 patent since at least August 20, 2013. HP has disregarded and continues to disregard an objectively high likelihood that its actions infringe the '911 patent. This risk has been known to HP, or is so obvious that it should have been known to it.

33. Plaintiff has been damaged by HP's infringement of the '911 patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless HP is enjoined from continuing to infringe the '911 patent.

**Lenovo**

34. Lenovo USA and Lenovo Group (collectively, "Lenovo defendants") have infringed the '911 patent and, unless enjoined, will continue to do so, by making, using, selling, offering for sale and/or importing infringing products and services, without a license or permission from Plaintiff. The Lenovo defendants' infringing products include, without limitation, optical disk drive products that include chips obtained from the MediaTek defendants.

35. The Lenovo defendants have actively induced, and will continue to actively induce, users of their infringing products to infringe the '911 patent. The Lenovo defendants offered and continue to offer their infringing products for sale, and instructed and continue to instruct users to operate them in an infringing manner through, without limitation, advertisements, product documentation, and customer support. The Lenovo defendants knew of the '911 patent since at least July 30, 2013, and knew that their actions would induce and will continue to induce users of their infringing products to infringe the '911 patent. As a result of

the Lenovo defendants' inducement, users of the Lenovo defendants' infringing products have infringed and continue to infringe the '911 patent.

36. The Lenovo defendants have contributed to and continue to contribute to the infringement of the '911 patent by the users of their infringing products and services. The Lenovo defendants sold, offered to sell, and/or imported and continue to sell, offer to sell, and or/import their infringing products that constitute a material part of the invention claimed in the '911 patent. The Lenovo defendants knew that infringing components in these products were especially made for infringement of the '911 patent; that they were not a staple article or commodity of commerce; and that they have no substantial non-infringing use.

37. The Lenovo defendants' infringement of the '911 patent has been and continues to be willful. The Lenovo defendants knew of the '911 patent since at least July 30, 2013. The Lenovo defendants have disregarded and continue to disregard an objectively high likelihood that their actions infringe the '911 patent. This risk has been known to the Lenovo defendants, or is so obvious that it should have been known to them.

38. Plaintiff has been damaged by the Lenovo defendants' infringement of the '911 patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless the Lenovo defendants are enjoined from continuing to infringe the '911 patent.

**Lite-On**

39. Lite-On and Philips & Lite-On Digital Solutions (collectively, "Lite-On defendants") have infringed the '911 patent and, unless enjoined, will continue to do so, by making, using, selling, offering for sale, and/or importing infringing products and services, without a license or permission from Plaintiff. The Lite-On defendants' infringing products include, without limitation, optical disk drive products that include chips obtained from the MediaTek defendants.

40. The Lite-On defendants have actively induced, and will continue to actively induce, users of their infringing products to infringe the '911 patent. The Lite-On defendants offered and continue to offer their infringing products for sale, and instructed and continue to



instruct users to operate them in an infringing manner through, without limitation, advertisements, product documentation, and customer support. The Lite-On defendants knew of the '911 patent since at least July 30, 2013, and knew that their actions would induce and will continue to induce users of their infringing products to infringe the '911 patent. As a result of the Lite-On defendants' inducement, users of the Lite-On defendants' infringing products have infringed and continue to infringe the '911 patent.

41. The Lite-On defendants have contributed to and continue to contribute to the infringement of the '911 patent by the users of their infringing products and services. The Lite-On defendants sold, offered to sell, and/or imported and continue to sell, offer to sell, and or/import their infringing products that constitute a material part of the invention claimed in the '911 patent. The Lite-On defendants knew that infringing components in these products were especially made for infringement of the '911 patent; that they were not a staple article or commodity of commerce; and that they have no substantial non-infringing use.

42. The Lite-On defendants' infringement of the '911 patent has been and continues to be willful. The Lite-On defendants knew of the '911 patent since at least July 30, 2013. The Lite-On defendants have disregarded and continue to disregard an objectively high likelihood that their actions infringe the '911 patent. This risk has been known to the Lite-On defendants, or is so obvious that it should have been known to them.

43. Plaintiff has been damaged by the Lite-On defendants' infringement of the '911 patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless the Lite-On defendants are enjoined from continuing to infringe the '911 patent.

**Samsung**

44. Defendant Samsung has infringed the '911 patent and, unless enjoined, will continue to do so, by making, using, selling, offering for sale and/or importing infringing products and services, without a license or permission from Plaintiff. Samsung's infringing products include, without limitation, optical disk drive products that include chips obtained from the MediaTek defendants.

45. Samsung has actively induced, and will continue to actively induce, users of its infringing products to infringe the '911 patent. Samsung offered and continues to offer its infringing products for sale, and instructed and continues to instruct users to operate them in an infringing manner through, without limitation, advertisements, product documentation, and customer support. Samsung knew of the '911 patent since at least July 30, 2013, and knew that its actions would induce and will continue to induce users of its infringing products to infringe the '911 patent. As a result of Samsung's inducement, users of Samsung's infringing products have infringed and continue to infringe the '911 patent.

46. Samsung has contributed to and continues to contribute to the infringement of the '911 patent by the users of its infringing products and services. Samsung sold, offered to sell, and/or imported and continues to sell, offer to sell, and or/import its infringing products that constitute a material part of the invention claimed in the '911 patent. Samsung knew that infringing components in these products were especially made for infringement of the '911 patent; that they were not a staple article or commodity of commerce; and that they have no substantial non-infringing use.

47. Samsung's infringement of the '911 patent has been and continues to be willful. Samsung knew of the '911 patent since at least July 30, 2013. Samsung has disregarded and continues to disregard an objectively high likelihood that its actions infringe the '911 patent. This risk has been known to Samsung, or is so obvious that it should have been known to it.

48. Plaintiff has been damaged by Samsung's infringement of the '911 patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless Samsung is enjoined from continuing to infringe the '911 patent.

**Toshiba Samsung**

49. Defendants Toshiba Samsung Japan and Toshiba Samsung Korea ("Toshiba Samsung") has infringed the '911 patent and, unless enjoined, will continue to do so, by making, using, selling, offering for sale and/or importing infringing products and services, without a

license or permission from Plaintiff. Toshiba Samsung's infringing products include, without limitation, optical disk drive products that include chips obtained from the MediaTek defendants.

50. Toshiba Samsung has actively induced, and will continue to actively induce, users of its infringing products to infringe the '911 patent. Toshiba Samsung offered and continues to offer its infringing products for sale, and instructed and continue to instruct users to operate them in an infringing manner through, without limitation, advertisements, product documentation, and customer support. Toshiba Samsung knew of the '911 patent since at least July 30, 2013, and knew that its actions would induce and will continue to induce users of its infringing products to infringe the '911 patent. As a result of Toshiba Samsung inducement, users of Toshiba Samsung's infringing products have infringed and continue to infringe the '911 patent.

51. Toshiba Samsung has contributed to and continues to contribute to the infringement of the '911 patent by the users of its infringing products and services. Toshiba Samsung sold, offered to sell, and/or imported and continues to sell, offer to sell, and or/import its infringing products that constitute a material part of the invention claimed in the '911 patent. Toshiba Samsung knew that infringing components in these products were especially made for infringement of the '911 patent; that they were not a staple article or commodity of commerce; and that they have no substantial non-infringing use.

52. Toshiba Samsung's infringement of the '911 patent has been and continues to be willful. Toshiba knew of the '911 patent since at least July 30, 2013. Toshiba Samsung has disregarded and continue to disregard an objectively high likelihood that its actions infringe the '911 patent. This risk has been known to Toshiba Samsung, or is so obvious that it should have been known to them.

53. Plaintiff has been damaged by the Toshiba Samsung's infringement of the '911 patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless Toshiba Samsung is enjoined from continuing to infringe the '911 patent.

**SECOND CLAIM FOR PATENT INFRINGEMENT ('090 PATENT)**

54. Plaintiff incorporates by reference each of the allegations in paragraphs 1-16 above and further alleges as follows:

55. The United States Patent and Trademark Office issued the '090 Patent on April 11, 2000. Plaintiff is the owner of the '090 Patent with full rights to pursue recovery of royalties or damages for infringement of said patent, including full rights to recover past and future damages.

**MediaTek**

56. The MediaTek defendants have infringed the '090 patent and, unless enjoined, will continue to do so, by making, using, selling, offering for sale and/or importing infringing products, without a license or permission from Lake Cherokee. The MediaTek defendants' infringing products include, without limitation, chips used in optical disk drives.

57. The MediaTek defendants have actively induced, and will continue to actively induce, users of their infringing products to infringe the '090 patent. The MediaTek defendants offered and continue to offer their infringing products for sale, and instructed and continue to instruct users to operate them in an infringing manner through, without limitation, advertisements, product documentation, and customer support. These actions include (but are not limited to) placing its infringing chips in the stream of commerce knowing that its customers would (1) make, use, or offer to sell infringing products containing the chips within the United States, and (2) import infringing products containing the chips into the United States. The MediaTek defendants knew of the patent since at least July 30, 2013, and knew that their actions would induce and will continue to induce users of their infringing products to infringe the '090 patent. As a result of the MediaTek defendants' inducement, users of the MediaTek defendants' infringing products have infringed and continue to infringe the '090 patent.

58. The MediaTek defendants sold, offered to sell, and/or imported and continue to sell, offer to sell, and/or import products (including, without limitation, chips used in optical disk drives) for use in practicing the '090 patent. Infringing components in these products have no substantial non-infringing uses, and are known by the MediaTek defendants to be especially

made or especially adapted for use in the infringement of the '090 patent. As a result of the MediaTek defendants' inducement, users of optical disk drives containing the MediaTek defendants' infringing products have infringed and continue to infringe the '090 patent. The MediaTek Defendants knew that their infringing products were especially made for infringement of the '090 patent; that they were not a staple article or commodity of commerce; and that they have no substantial non-infringing use.

59. The MediaTek defendants' infringement of the '090 patent has been and continues to be willful. The MediaTek defendants knew of the '090 patent since at least July 30, 2013, and perhaps substantially earlier. The MediaTek defendants have disregarded and continue to disregard an objectively high likelihood that its actions infringe the '090 patent. This risk has been known to the MediaTek defendants, or is so obvious that it should have been known to them.

60. Plaintiff has been damaged by the MediaTek defendants' infringement of the '090 patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless the MediaTek defendants are enjoined from continuing to infringe the '090 patent.

**Dell**

61. Defendant Dell has infringed the '090 patent and, unless enjoined, will continue to do so, by making, using, selling, offering for sale and/or importing infringing products and services, without a license or permission from Plaintiff. Dell's infringing products include, without limitation, optical disk drive products that include chips obtained from the MediaTek defendants.

62. Dell has actively induced, and will continue to actively induce, users of its infringing products to infringe the '090 patent. Dell offered and continues to offer its infringing products for sale, and instructed and continues to instruct users to operate them in an infringing manner through, without limitation, advertisements, product documentation, and customer support. Dell knew of the '090 patent since at least August 20, 2013, and knew that its actions would induce and will continue to induce users of its infringing products to infringe the '090

patent. As a result of Dell's inducement, users of Dell's infringing products have infringed and continue to infringe the '090 patent.

63. Dell has contributed to and continues to contribute to the infringement of the '090 patent by the users of its infringing products and services. Dell sold, offered to sell, and/or imported and continues to sell, offer to sell, and or/import its infringing products that constitute a material part of the invention claimed in the '090 patent. Dell knew that infringing components in these products were especially made for infringement of the '090 patent; that they were not a staple article or commodity of commerce; and that they have no substantial non-infringing use.

64. Dell's infringement of the '090 patent has been and continues to be willful. Dell knew of the '090 patent since at least August 20, 2013. Dell has disregarded and continues to disregard an objectively high likelihood that its actions infringe the '090 patent. This risk has been known to Dell, or is so obvious that it should have been known to it.

65. Plaintiff has been damaged by Dell's infringement of the '090 patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless Dell is enjoined from continuing to infringe the '090 patent.

**HP**

66. Defendant HP has infringed the '090 patent and, unless enjoined, will continue to do so, by making, using, selling, offering for sale and/or importing infringing products and services, without a license or permission from Plaintiff. HP's infringing products include, without limitation, optical disk drive products that include chips obtained from the MediaTek defendants.

67. HP has actively induced, and will continue to actively induce, users of its infringing products to infringe the '090 patent. HP offered and continues to offer its infringing products for sale, and instructed and continues to instruct users to operate them in an infringing manner through, without limitation, advertisements, product documentation, and customer support. HP knew of the '090 patent since at least August 20, 2013, and knew that its actions would induce and will continue to induce users of its infringing products to infringe the '090

patent. As a result of HP's inducement, users of HP's infringing products have infringed and continue to infringe the '090 patent.

68. HP has contributed to and continues to contribute to the infringement of the '090 patent by the users of its infringing products and services. HP sold, offered to sell, and/or imported and continues to sell, offer to sell, and or/import its infringing products that constitute a material part of the invention claimed in the '090 patent. HP knew that infringing components in these products were especially made for infringement of the '090 patent; that they were not a staple article or commodity of commerce; and that they have no substantial non-infringing use.

69. HP's infringement of the '090 patent has been and continues to be willful. HP knew of the '090 patent since at least August 20, 2013. HP has disregarded and continues to disregard an objectively high likelihood that its actions infringe the '090 patent. This risk has been known to HP, or is so obvious that it should have been known to it.

70. Plaintiff has been damaged by HP's infringement of the '090 patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless HP is enjoined from continuing to infringe the '090 patent.

**Lenovo**

71. The Lenovo defendants have infringed the '090 patent and, unless enjoined, will continue to do so, by making, using, selling, offering for sale and/or importing infringing products and services, without a license or permission from Plaintiff. The Lenovo defendants' infringing products include, without limitation, optical disk drive products that include chips obtained from the MediaTek defendants.

72. The Lenovo defendants have actively induced, and will continue to actively induce, users of their infringing products to infringe the '090 patent. The Lenovo defendants offered and continue to offer their infringing products for sale, and instructed and continue to instruct users to operate them in an infringing manner through, without limitation, advertisements, product documentation, and customer support. The Lenovo defendants knew of the '090 patent since at least July 30, 2013, and knew that their actions would induce and will

continue to induce users of their infringing products to infringe the '090 patent. As a result of the Lenovo defendants' inducement, users of the Lenovo defendants' infringing products have infringed and continue to infringe the '090 patent.

73. The Lenovo defendants have contributed to and continue to contribute to the infringement of the '090 patent by the users of their infringing products and services. The Lenovo defendants sold, offered to sell, and/or imported and continue to sell, offer to sell, and or/import their infringing products that constitute a material part of the invention claimed in the '090 patent. The Lenovo defendants knew that infringing components in these products were especially made for infringement of the '090 patent; that they were not a staple article or commodity of commerce; and that they have no substantial non-infringing use.

74. The Lenovo defendants' infringement of the '090 patent has been and continues to be willful. The Lenovo defendants knew of the '090 patent since at least July 30, 2013. The Lenovo defendants have disregarded and continue to disregard an objectively high likelihood that their actions infringe the '090 patent. This risk has been known to the Lenovo defendants, or is so obvious that it should have been known to them.

75. Plaintiff has been damaged by the Lenovo defendants' infringement of the '090 patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless the Lenovo defendants are enjoined from continuing to infringe the '090 patent.

**Lite-On**

76. The Lite-On defendants have infringed the '090 patent and, unless enjoined, will continue to do so, by making, using, selling, offering for sale and/or importing infringing products and services, without a license or permission from Plaintiff. The Lite-On defendants' infringing products include, without limitation, optical disk drive products that include chips obtained from the MediaTek defendants.

77. The Lite-On defendants have actively induced, and will continue to actively induce, users of their infringing products to infringe the '090 patent. The Lite-On defendants offered and continue to offer their infringing products for sale, and instructed and continue to



instruct users to operate them in an infringing manner through, without limitation, advertisements, product documentation, and customer support. The Lite-On defendants knew of the '090 patent since at least July 30, 2013, and knew that their actions would induce and will continue to induce users of their infringing products to infringe the '090 patent. As a result of the Lite-On defendants' inducement, users of the Lite-On defendants' infringing products have infringed and continue to infringe the '090 patent.

78. The Lite-On defendants have contributed to and continue to contribute to the infringement of the '090 patent by the users of their infringing products and services. The Lite-On defendants sold, offered to sell, and/or imported and continue to sell, offer to sell, and or/import their infringing products that constitute a material part of the invention claimed in the '090 patent. The Lite-On defendants knew that infringing components in these products were especially made for infringement of the '090 patent; that they were not a staple article or commodity of commerce; and that they have no substantial non-infringing use.

79. The Lite-On defendants' infringement of the '090 patent has been and continues to be willful. The Lite-On defendants knew of the '090 patent since at least July 30, 2013. The Lite-On defendants have disregarded and continue to disregard an objectively high likelihood that their actions infringe the '090 patent. This risk has been known to the Lite-On defendants, or is so obvious that it should have been known to them.

80. Plaintiff has been damaged by the Lite-On defendants' infringement of the '090 patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless the Lite-On defendants are enjoined from continuing to infringe the '090 patent.

**Samsung**

81. Defendant Samsung has infringed the '090 patent and, unless enjoined, will continue to do so, by making, using, selling, offering for sale and/or importing infringing products and services, without a license or permission from Plaintiff. Samsung's infringing products include, without limitation, optical disk drive products that include chips obtained from the MediaTek defendants.

82. Samsung has actively induced, and will continue to actively induce, users of its infringing products to infringe the '090 patent. Samsung offered and continues to offer its infringing products for sale, and instructed and continues to instruct users to operate them in an infringing manner through, without limitation, advertisements, product documentation, and customer support. Samsung knew of the '090 patent since at least July 30, 2013, and knew that its actions would induce and will continue to induce users of its infringing products to infringe the '090 patent. As a result of Samsung's inducement, users of Samsung's infringing products have infringed and continue to infringe the '090 patent.

83. Samsung has contributed to and continues to contribute to the infringement of the '090 patent by the users of its infringing products and services. Samsung sold, offered to sell, and/or imported and continues to sell, offer to sell, and or/import its infringing products that constitute a material part of the invention claimed in the '090 patent. Samsung knew that infringing components in these products were especially made for infringement of the '090 patent; that they were not a staple article or commodity of commerce; and that they have no substantial non-infringing use.

84. Samsung's infringement of the '090 patent has been and continues to be willful. Samsung knew of the '090 patent since at least July 30, 2013. Samsung has disregarded and continues to disregard an objectively high likelihood that its actions infringe the '090 patent. This risk has been known to Samsung, or is so obvious that it should have been known to it.

85. Plaintiff has been damaged by Samsung's infringement of the '090 patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless Samsung is enjoined from continuing to infringe the '090 patent.

**Toshiba Samsung**

86. Defendant Toshiba Samsung has infringed the '090 patent and, unless enjoined, will continue to do so, by making, using, selling, offering for sale and/or importing infringing products and services, without a license or permission from Plaintiff. Toshiba Samsung's

infringing products include, without limitation, optical disk drive products that include chips obtained from the MediaTek defendants.

87. Toshiba Samsung has actively induced, and will continue to actively induce, users of its infringing products to infringe the '090 patent. Toshiba Samsung offered and continues to offer its infringing products for sale, and instructed and continue to instruct users to operate them in an infringing manner through, without limitation, advertisements, product documentation, and customer support. Toshiba Samsung knew of the '090 patent since at least July 30, 2013, and knew that its actions would induce and will continue to induce users of its infringing products to infringe the '090 patent. As a result of Toshiba Samsung inducement, users of Toshiba Samsung's infringing products have infringed and continue to infringe the '090 patent.

88. Toshiba Samsung has contributed to and continues to contribute to the infringement of the '090 patent by the users of its infringing products and services. Toshiba Samsung sold, offered to sell, and/or imported and continues to sell, offer to sell, and or/import its infringing products that constitute a material part of the invention claimed in the '090 patent. Toshiba Samsung knew that infringing components in these products were especially made for infringement of the '090 patent; that they were not a staple article or commodity of commerce; and that they have no substantial non-infringing use.

89. Toshiba Samsung's infringement of the '090 patent has been and continues to be willful. Toshiba knew of the '090 patent since at least July 30, 2013. Toshiba Samsung has disregarded and continue to disregard an objectively high likelihood that its actions infringe the '090 patent. This risk has been known to Toshiba Samsung, or is so obvious that it should have been known to them.

90. Plaintiff has been damaged by the Toshiba Samsung's infringement of the '090 patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless Toshiba Samsung is enjoined from continuing to infringe the '090 patent.

**Jury Demand**

Plaintiff demands trial by jury of all issues.

**Prayer for Relief**

WHEREFORE, Plaintiff prays for judgment as follows:

- A. A decree preliminarily and permanently enjoining Defendants, their officers, directors, employees, agents, and all persons in active concert with them, from infringing, and contributing to or inducing others to infringe, the '911 and '090 patents;
- B. Compensatory damages for Defendants' infringement of the '911 and '090 patents;
- C. Enhanced damages for Defendants' willful infringement;
- D. Costs of suit and attorneys' fees;
- E. Pre-judgment interest; and
- F. Such other relief as justice requires.

Dated: September 9, 2013

Respectfully submitted,

By: /s/ Christin Cho

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